

SCHEDULE 12.16

ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

The following additional requirements shall be applicable to Physical Collocation only:

1. For each building in which Collocated space is provided and upon request by Requesting Carrier for that building, Ameritech will certify that the building complies with all applicable Ameritech internal environmental, health and safety regulations.
2. Ameritech shall permit Requesting Carrier to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by Requesting Carrier's work center; provided, however, that no such Requesting Carrier-installed equipment shall interfere with the existing use of the Central Office and such installation shall be at Requesting Carrier's sole cost and expense.
3. Ameritech shall construct the Collocated space in compliance with Requesting Carrier's request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by Requesting Carrier at prices to be determined.
4. Ameritech shall provide Requesting Carrier two options to receive power for its collocation space. When ordering Physical Collocation, Requesting Carrier shall specify that Ameritech provide Central Office power to Requesting Carrier either (i) from an Ameritech BDFB to each of Requesting Carrier's equipment bays or (ii) in the form of fused power feeds from Ameritech's main power distribution board to Requesting Carrier's BDFB located in the designated Requesting Carrier equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of Requesting Carrier equipment. The termination location shall be as mutually agreed upon by the Parties. If Requesting Carrier chooses to receive power via the fused power feeds, it shall pay Ameritech for all costs, as determined in accordance with the Act, incurred by Ameritech to establish such power.
5. Where available and consistent with reasonable security restrictions, Ameritech shall provide reasonable access to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a 24 x 7 basis for Requesting Carrier personnel and its designated agents. Ameritech shall also provide Requesting Carrier reasonable access to parking at Ameritech's Premises, where applicable and on a nondiscriminatory basis at which Ameritech employees receive access to parking.
6. Requesting Carrier or its vendor may not temporarily or permanently remove, dismantle or modify any portion of its or any Other Collocator's cage enclosures.

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7. Requesting Carrier (and its Resident Collocators) shall adhere to all rules and regulations that apply to Collocation at Ameritech's Premises. If Requesting Carrier, or any vendor performing work on its behalf, violates such rules and regulations, Requesting Carrier (and/or such vendor) shall be subject to disciplinary procedures and, if such violation causes Ameritech to incur any costs, Requesting Carrier shall promptly reimburse Ameritech for such costs.

8. To maximize available space, Requesting Carrier is responsible for removing any equipment, property or other items that it or its vendor brings into Ameritech's Premises within thirty (30) days after discontinuance or termination of any Physical Collocation arrangement. If Requesting Carrier fails to remove such materials by the foregoing date, Ameritech may remove such equipment and/or materials and charge Requesting Carrier for any and all claims, expenses, fees or other costs associated with such removal. Requesting Carrier shall hold Ameritech and any vendor that performs such removal harmless from the failure to return any such equipment, property or other items.

9. Ameritech power equipment supporting Requesting Carrier's equipment shall:

- (a) Provide appropriate Central Office ground, connected to a ground electrode located within the Requesting Carrier collocated space, at a level above the top of Requesting Carrier's equipment plus or minus two (2) feet to the left or right of Requesting Carrier's final request; and
- (b) Provide feeder capacity and quantity to support the ultimate equipment layout for Requesting Carrier equipment upon completion of the equipment node construction in accordance with Requesting Carrier's request for Collocation.

10. Ameritech shall within ten (10) Business Days after the initial walk-through provide Requesting Carrier with documentation submitted to and received from contractors for any work being done on behalf of Requesting Carrier that will be billed as extraordinary expenses.

11. Within thirty (30) days of Requesting Carrier's written request, Ameritech shall provide to Requesting Carrier (i) work restriction guidelines related to any restrictions on the manner in which Requesting Carrier can perform work on Ameritech's Premises and (ii) a list of Ameritech technical guidelines applicable to the Collocation of equipment in Ameritech's Premises. Requesting Carrier acknowledges that it is responsible to order such technical guidelines at its cost and expense. Ameritech will notify Requesting Carrier in a timely manner of any changes to such work restriction and technical guidelines.

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12. Requesting Carrier shall not, without the express permission of an Ameritech employee, use any Ameritech equipment, furniture, frame, tools or other personal property.

SHARED CAGE COLLOCATION

Recurring Rate Elements

RATE ELEMENT DESCRIPTION	ILL
Central Office Floor Space per 50 Sq Ft	\$300.71
Riser Space per Foot	\$1.15
Entrance Conduit per Innerduct per Foot	5.06
Power Measurement Billing per Customer Arrangement	\$11.49
Power Consumption per KWH	\$.28
Power Consumption per Fuse Amp	NA
200 Conductor Electrical X-Connect Block per Block	\$64.25
Digital X-Connect Panel (DSX) per DSX-3 Term	\$15.21
Digital X-Connect Panel (DSX) per DSX-1 Panel	\$48.56
optical X-Connect Panel per ocx Panel	\$5.84
Passive Bay Term per DS1 Termination (incl bay & panel)	\$.57
Passive Bay Term per DS3 Termination (incl bay & panel)	\$7.29
200 Conductor Electrical X-Connect Block per Block (outside transmission node)	\$64.25
Digital Timing Source per Timing Circuit	512.81
DS1 Repeater	\$5.95
DS3 Repeater	\$34.51

SHARED CAGE COLLOCATION

NonRecurring Rate Elements

RATE ELEMENT DESCRIPTION	I	L	L
Order Charge per Connect order	I	5554.01	I
Order Charge per Disconnect Order		510.22	
Order Charge	I	NA	
CO Build Out per Initial 50 Sq Ft		\$32,844.67	
CO Build Out per Additional 50 Sq Ft Ordered on Same order as Init 50 Sq Ft and Contiguous to Initial 50 Sq Ft		\$12,021.33	
Cable Vault Splicing per Initial Splice		5209.75	
Cable Vault Splicing per each Subsequent Splice		\$15.55	
Cable Pulling From Manhole to Cable Vault per 1st Foot		\$227.60	
Cable Pulling from Manhole to Cable Vault per each Additional Foot		\$1.14	
Cable Pulling from Cable Vault to Transmission Node per 1st Foot		\$84.93	
Cable Pulling From Cable Vault to Transmission Node per each Additional Foot		\$.84	
Power Measurement per Customer Arrangement		\$2,911.85	
Power Measurement Engineering Charge per Existing Non-Measured Arrangements Only		5272.47	
Power Delivery per Power Lead		\$1,802.03	
Transmission Node Enclosure per Initial 50 Sq Ft		\$2,957.51	

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Transmission Node Enclosure per each Additional 50 Sq Ft ordered with Initial 50 Sq Ft and Contiguous to Initial 50 Sq Ft	\$1,353.70
Space Reservation Charge/Request	\$801.93
Security Photo ID Card per card	\$10.09

CAGELESS COLLOCATION

Recurring Rate Elements

RATE ELEMENT DESCRIPTION	I	L	L
CO Floor Space per Standard Bay			\$32.60
Riser Space per Foot			\$1.15
Entrance Conduit per Innerduct per Foot			5.06
Power Measurement Billing per Customer Arrangement			\$11.49
Power Commotion per KWH			5.28 I
Power Consumption per Fuse Amp			NA
200 Conductor Electrical X-Connect Block per Block			564.25
Digital X-Connect Panel (DSX) per DSX-3 Term			\$15.21
Digital X-Connect Panel (DSX) per DSX-1 Panel			\$48.56
optical x-connect Panel per OCX Panel			\$5.84
Passive Bay Term per DS1 Termination (incl bay & panel)			5.57
Passive Bay Term per DS3 Termination (incl bay & panel)			97.29
200 Conductor Electrical X-Connect Block per Block (outside transmission node)			\$64.25
Digital Timing Source per Sync Signal			\$12.81
DS1 Repeater			165.95
DS3 Repeater			\$34.51

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CACELESS COLLOCATION

NonRecurring Rate Elements

RATE ELEMENT DESCRIPTION	ILL
Order Charge per Connect Order	\$401.98
Order Charge per Disconnect Order	\$10.22
Central Office Build Out per Initial Bay	\$18,591.79
Central Office Build Out per Additional Bay added w/Initial Bay on Same Order	\$4,180.28
Cable Vault Splicing per Initial Splice	\$209.75
Cable Vault Splicing per each Subsequent Splice	\$15.55
Cable Pulling From Manhole to Cable Vault per 1" Foot	\$227.60
Cable Pulling From Manhole to Cable Vault per each Additional Foot	\$1.14
Cable Pulling From Cable Vault to Transmission Node per 1" Foot	\$84.93
Cable Pulling From Cable Vault to Transmission Node per each Additional Foot	\$.84
Power Measurement per Customer Arrangement	\$2,911.85
Power Measurement Engineering Charge per Existing Non-Measured Arrangements Only	\$272.47
Power Delivery per Power Lead	\$1,802.03
Space Reservation Charge/Request	\$801.93
Security Photo ID Card per card	\$10.09

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CARRIER CROSS-CONNECT SERVICE FOR INTERCONNECTION (CCCSI)

Recurring Rate Element

RATE ELEMENT DESCRIPTION	
Collocator to Collocator Cable Racking/Foot	\$.70

NonRecurring Rate Element

RATE ELEMENT DESCRIPTION	ILL
Project Management Fee	\$1,028.66

PREMISES REPORT

NonRecurring Rate Element

RATE ELEMENT DESCRIPTION	ILL
Premises Report, per Premises	Time & Materials

APPLICATION FEE

NonRecurring Rate Element²

RATE ELEMENT DESCRIPTION	ILL
Application Fee, Per Request Per Premises	TBD

2/ "TBD" means "to be determined," by Ameritech. As of the Effective Date, Ameritech has not established an Application Fee determined in accordance with Section 252(d) of the Act. Ameritech shall process Requesting Carrier's Collocation applications without payment; provided, that notwithstanding any limitations on backbilling in this Agreement, Ameritech shall bill and Requesting Carrier agrees to pay any applicable Application Fees once such fees have been determined.